



# BYE LAWS

## 1.1 INTERPRETATION

In these Bye-Laws the following words and expressions shall have the meanings set out below:–

**Association**

means The Association for Project Safety Limited, a company limited by guarantee and incorporated in Scotland (company number SC155374);

**Chief Executive**

means the Chief Executive appointed in terms of Clause 17 of these Bye-Laws (or, where the context so permits and there is no Chief Executive of the Association for the time being, the Association's acting Chief Executive);

**Clear days**

means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which the notice is given or on which the notice is to take effect;

**C.P.D.**

means Continuing Professional Development;

**Code of Conduct**

means the Code of Conduct of the Association, as such Code is amended from time to time;

**Code of Conduct Committee**

means the Code of Conduct Committee of the Association constituted in terms of Clause 11 of these Bye-Laws;

**Council**

means the Council of the Association constituted in terms of Clause 13 of these Bye-Laws;

**Disciplinary Committee**

means the Disciplinary Committee of the Association constituted in terms of Clause 11 of these Bye-Laws;

**Executive Committee**

means the Executive Committee of the Association constituted in terms of Clause 14 of these Bye-Laws;

**Member**

means an Ordinary Member, a Corporate Member, a Fellow, an Affiliated Member, an Affiliate Member or a Retired Member of the Association;

The following expressions shall be read as if the words "of the Association" were inserted thereafter:

**General meeting**

Directory and Register of Members; Ordinary Member; Fellow; Corporate Member; Honorary Fellow; Affiliated Member; Membership; Affiliate Member; President; Retired Member; President Elect; Past President; Chairman Elect; Retired Member; President Elect; Past President; Chairman Elect

**Sole Practitioner**

means an Ordinary Member or Fellow who, as a sole practitioner, carries on business as a CDM co-ordinator on his own account without any partner or employee.



## 1.2

For the purposes of these Bye-Laws a “planning supervisor” means (a) a planning supervisor, (b) a CDM co-ordinator or designer pursuant to the Construction (Design and Management) Regulations 2007 (SI2007/320, as such Regulations are from time to time altered, varied or replaced) and (c) any other professional person as is from time to time determined by the Executive Committee, and for the purposes of these Bye-Laws carrying on practice as a planning supervisor or offering or providing services as a planning supervisor includes carrying on practice as or providing or offering services as a planning supervisor or providing or offering such other professional services as are from time to time determined by the Executive Committee.

## 2. MEMBERSHIP:

2.1 Subject to Clause 2.2 below there shall be four classes of Members of the Association, namely:–

- (a) Ordinary Members;
- (b) Fellows;
- (c) Corporate Members; and
- (d) Affiliated Members.

2.2 In addition to the four classes of Members specified in Clause 2.1 above, there are Affiliate Members and Retired Members having the rights and benefits given to them in the Association’s Articles of Association. No one other than an Affiliate Member or a Retired Member as at 12 September 2002 shall be entitled to be an Affiliate Member or a Retired Member.

2.3 Each Member shall be entered in the Directory and Register of Members according to class of membership.

### 2.4 Ordinary Members:

2.4.1 An Ordinary Member shall be an individual who in the opinion of the Executive Committee is properly qualified to be admitted to membership of the Association as an Ordinary Member, such individual having first produced evidence satisfactory to the Executive Committee that such individual:—

- (a) has a professional qualification in one of the disciplines associated with design team membership, construction or health and safety, holds a valid registration certificate or qualification from such individual’s particular professional body and has a minimum of five years’ relevant post qualification experience; or
  - (b) has 10 years’ experience, not including training or apprenticeship, in the construction industry and a knowledge and experience of design procurement and construction;
- and has passed such tests or courses on health and safety in the construction industry as the Executive Committee may require from time to time for admission as an Ordinary Member of the Association.

2.4.2 An applicant for ordinary membership of the Association shall be required, if called upon to do so by the Executive Committee, to establish, at an interview before a panel of Ordinary Members or Fellows nominated by the Executive Committee, to the satisfaction of such panel that the applicant has the required level of competence to practise as an Ordinary Member.

2.4.3 Ordinary Members shall be entitled to affix the letters MaPS after their names.

2.4.4 Subject to Clause 9.4 below, each Ordinary Member shall be entitled to receive notice of and to attend and speak at each general meeting and shall be entitled to one vote on any resolution at any general meeting or on any written resolution of the Association.

2.4.5 Each Ordinary Member, unless an Honorary Fellow, shall be required to pay to the Association such annual subscription as the Executive Committee shall stipulate from time to time for payment by Ordinary Members.

2.4.6 An Ordinary Member shall be entitled to refer to and describe himself or herself as a registered member of the Association if (1) that Ordinary Member has passed to the satisfaction of the Executive Committee for the purposes of this Clause 2.4.6 an examination or other test of professional competence and (2) the Executive Committee has notified in writing that Ordinary Member that he or she may refer to himself or herself as a registered member of the Association.



## 2.5 Fellows:

2.5.1 A Fellow shall be an Ordinary Member who has passed such certification procedures as the Executive Committee may require from time to time.

2.5.2 Fellows shall be entitled to affix the letters FaPS after their names.

2.5.3 Subject to Clause 9.4 below, each Fellow shall be entitled to receive notice of and to attend and speak at each general meeting and shall be entitled to one vote on any resolution at any general meeting or on any written resolution of the Association.

2.5.4 Each Fellow, unless an Honorary Fellow, shall be required to pay to the Association such annual subscription as the Executive Committee shall stipulate from time to time for payment by Fellows.

## 2.6 Corporate Members:

2.6.1 Partnerships, companies, local authorities, associations, individuals who are Sole Practitioners and other legal entities offering consultancy services as CDM co-ordinators may be admitted by the Executive Committee to corporate membership of the Association if they satisfy the Executive Committee that the CDM co-ordination services they offer will be managed and provided by one or more Ordinary Members or Fellows.

2.6.2 There shall be noted in the Directory and Register of Members against the name of each Corporate Member:—

(a) the principal office of that Corporate Member;

(b) the name or names of the Ordinary Member(s) or Fellow(s) who is/are responsible for (i) the principal office of that Corporate Member and (ii) such branch offices or associate offices of that Corporate Member as that Corporate Member may agree with the Association; and

(c) a brief note of the disciplines and services that are provided by that Corporate Member at the principal office of that Corporate Member and at such branch offices and associate offices of that Corporate Member as that Corporate Member may agree with the Association.

2.6.3 A Sole Practitioner may be both an Ordinary Member or a Fellow and a Corporate Member.

2.6.4 Subject to Clause 9.4 below, Corporate Members shall be entitled to receive notice of and to attend and speak at each general meeting, but shall not be entitled to vote at any general meeting or on any resolution of the Association (provided that a Corporate Member who is also an Ordinary Member or a Fellow shall not be precluded by this provision from exercising the right which that Ordinary Member or Fellow has in terms of Clause 2.4.4 or Clause 2.5.3 above to one vote at any general meeting or on any written resolution of the Association).

2.6.5 Each Corporate Member shall be required to pay to the Association such annual subscription and such annual fee (if any) as (or at such rates or scales as) the Executive Committee shall stipulate from time to time for payment by Corporate Members.

## 2.7 Affiliated Members:

2.7.1 An Affiliated Member may be an individual or a branch office of a Corporate Member and shall be entitled to receive copies of newsletters, guidance notes, other publications and periodicals issued by the Association to Ordinary Members and to attend the Association's C.P.D. Programmes.

2.7.2 Subject to Clause 9.4 below, Affiliated Members shall be entitled to receive notice of and to attend and speak at each general meeting, but shall not be entitled to vote at any general meeting or on any resolution of the Association.

2.7.3 Each Affiliated Member, unless an Honorary Fellow, shall be required to pay to the Association such annual subscription as the Executive Committee shall stipulate from time to time for payment by Affiliated Members.



## 2.8 Honorary Fellows:

2.8.1 The outgoing President may nominate to the Council for election as Honorary Fellows (the election to take place at the first Council meeting following the end of the President's term of office) no more than three individuals who have rendered outstanding services to the Association or who are considered of eminent attainment or distinction in the field of health and safety in the construction industry.

2.8.2 An Honorary Fellow need not be a Member of the Association. If an Honorary Fellow is also an Ordinary Member or a Fellow then the rights and privileges of that class of membership are retained.

2.8.3 The Council may invite any Honorary Fellow who is not a member of the Council to attend and speak at any meeting of the Council, but any Honorary Fellow who is not a member of the Council shall not be entitled to receive notice of or to attend and speak at any meeting of the Council or to vote on any resolution of the Council.

2.8.4 An Honorary Fellow who is not a Member of the Association shall be entitled to receive notice of and to attend and speak at each general meeting but shall not be entitled to vote at any general meeting or on any resolution of the Association.

2.8.5 An Honorary Fellow shall not be required to pay any annual subscription to the Association.

2.8.6 The Council, at its discretion, may terminate any Honorary Fellowship of the Association.

## 3. APPLICATIONS FOR MEMBERSHIP:

3.1 An application for membership of the Association shall be made on a form approved by the Executive Committee. The application form with the appropriate application fee as fixed by the Executive Committee from time to time shall be submitted to the Association.

3.2 When an application is approved and accepted by the Executive Committee, the Association shall promptly advise the applicant and the Association shall, on payment of the applicant's first annual subscription to the Association, issue the appropriate certificate of membership and enter the applicant's name in the Directory and Register of Members.

3.3 If an application for membership of the Association is not accepted, the Association shall promptly advise the applicant accordingly. The Association need not notify any applicant for membership of the Association of the reasons why that applicant's application for membership of the Association has not been accepted. The Association need not reimburse any application fee even though the application for membership of the Association is not accepted.

## 4. ANNUAL RENEWAL:

4.1 Each Ordinary Member and each Fellow must satisfy the Executive Committee on an annual basis that the Member has undertaken such attendance and hours of C.P.D. training in the preceding year as shall be determined by the Executive Committee from time to time.

4.2 An Ordinary Member or a Fellow (other than an Ordinary Member or a Fellow who only practises as a CDM co-ordinator as an employee of one or more Ordinary Members, Fellows or Corporate Members) and Corporate Members are required to confirm to the Executive Committee annually that they hold current professional indemnity insurance as required by Clause 10 below and legal defence insurance cover, and the Executive Committee shall be entitled to require evidence of the level and amount of the insurance cover and that the insurance cover is valid and current.

4.3 The annual requirements of Clauses 4.1 and 4.2 above shall apply in respect of any Member by reference to the anniversary of the date on which that Member was admitted (or re-admitted) as a Member of the Association.

## 5. TERMINATION OF MEMBERSHIP:

5.1 The Executive Committee, or a Committee of the Executive Committee, shall be entitled to remove a Member's name from the Directory and Register of Members should any subscription, fee, surcharge or other sum payable to the Association by that Member be outstanding for a period of 30 days or more from the due date for payment thereof to the Association and shall be entitled to remove a Member's name from the Directory and Register of Members should



the Member fail to comply with the requirements of Clause 4.1 and/or Clause 4.2 above.

5.2 The Executive Committee shall remove a Member's name from the Directory and Register of Members on receipt by the Association of evidence of the Member's death.

5.3 A Member may resign from the Association by giving written notice to the Chief Executive of the Member's resignation, and the resignation shall take effect as at the date of the receipt of such notice by the Chief Executive or at such later date as may be specified in such notice.

5.4 No refund of any subscription or fees or any part thereof shall be made to any Member of the Association on resigning as, or ceasing for any other reason to be, a Member.

5.5 A Member may be expelled from membership of the Association in terms of Clause 11 below.

5.6 A Member shall cease to be a Member on the removal of that Member's name from the Directory and Register of Members .

5.7 The rights and privileges of a Member are personal to that Member and shall not be transferable or transmissible by any means.

#### 6. RE-ADMITTANCE:

6.1 Any person whose name has been removed from the Directory and Register of Members pursuant to Clause 5.1 above and who has accordingly ceased to be a Member may apply for re-admittance to membership subject to the payment of such arrears, re-admittance fees and amounts in full as shall be determined by the Executive Committee.

6.2 Any person seeking re-admittance to membership as an Ordinary Member or a Fellow must demonstrate that an appropriate programme of C.P.D. training has been maintained in accordance with Clause 4.1 above and must satisfy, if applicable, the terms of Clause 4.2 above.

#### 7. DIRECTORY AND REGISTER OF MEMBERS:

7.1 The Association shall keep a Directory and Register of Members setting out the full names, styles and addresses of the Members and other such particulars as is considered necessary by the Council.

7.2 The Directory and Register of Members shall be maintained on the Association's website.

#### 8. RETURN OF MEMBERSHIP CERTIFICATES:

Upon resignation, expulsion or suspension of a Member from membership of the Association, such Member shall return to the Association that Member's membership certificate, and all rights and privileges and distinctive titles of the Association shall cease to be used by such Member.

#### 9. SUBSCRIPTIONS AND FEES:

9.1 The annual subscription payable to the Association for each category of membership shall be an amount or at such rate or according to such scale as may be fixed by the Executive Committee from time to time.

9.2 The Executive Committee shall be entitled, in its sole discretion, to reduce, or waive the payment of, any annual subscription or arrears of annual subscription and/or any surcharge.

9.3 A subscription payment notice shall be issued to each Member two months in advance of the renewal subscription falling due for payment by that Member to the Association. Should any Member delay in making payment of the annual subscription beyond a period of 30 days from the due date of payment a surcharge as may be fixed by the Executive Committee from time to time will be payable by that Member to the Association.

9.4 A Member whose subscription to the Association is more than 90 days in arrears shall not be entitled to receive newsletters, notices or other publications from the Association or to receive notice of, or to attend, speak or vote at,



any general meeting or to receive notice of, or to vote on, any resolution of the Association. The issue of notices, newsletters or other publications to a Member excused in terms of Clause 9.2 above shall be at the discretion of Executive Committee.

#### 10. MANDATORY PROFESSIONAL INDEMNITY INSURANCE:

10.1 A Member offering services as a CDM co-ordinator other than as an employee of one or more Ordinary Members, Fellows or Corporate Members is required to carry professional indemnity insurance at a level compatible with the scale of such services.

10.2 The professional indemnity insurance cover shall be on an each and every claims basis or on such basis as may be approved by the Executive Committee and shall provide cover for legal defence costs with the policy, or the policies, to be taken with Lloyds or an insurance company approved by the Department of Trade and Industry.

10.3 A Member (other than a Member who has only practised as a CDM co-ordinator as an employee of one or more Ordinary Members, Fellows or Corporate Members) is also required to carry run off insurance cover for a period of \*five/six years following retirement or ceasing to practise as a CDM co-ordinator provided that such insurance can be obtained and be secured at reasonable terms.

\*5 (five) years in Scotland; 6 (six) in other jurisdictions.

#### 11. CONDUCT AND DISCIPLINARY PROCEDURES:

11.1 Any Member who fails to comply with the Code of Conduct may become subject to disciplinary action.

11.2 Any complaint received by the Association, from whatever source, concerning the conduct of a Member must be made in writing to the Chief Executive. The Association will acknowledge receipt of the complaint, notify the Member that the complaint has been received and refer the complaint to the Code of Conduct Committee for initial investigation.

The Code of Conduct Committee, which is empowered to demand further information, will consider a complaint only in relation to whether the Member has failed to comply with the Code of Conduct and will decide whether: -

As a result of the complaint or otherwise, the Member should be liable to disciplinary action;

There is sufficient evidence to justify a hearing; and

Disciplinary proceedings should be brought or other action taken.

If it is decided that there is no case to answer, both the complainant and Member concerned will be notified accordingly in writing.

If the Code of Conduct Committee decides that there are prima facie grounds to justify the complaint, the matter will be heard by a Disciplinary Committee appointed by the Executive Committee.

11.3 The Member subject to the disciplinary proceedings will be notified of the complaint made against the Member and the date, time and location of the Disciplinary Committee hearing. The Association will be represented before the Disciplinary Committee by either the Chair of the Code of Conduct Committee responsible for the initial investigation or by another member of that Committee nominated by the Council. The Member may attend the hearing in person and/or arrange to be represented or may elect to make written representations. The Member may call witnesses in the Member's defence.

The case can proceed notwithstanding that the Member does not appear or does not respond.

11.4 At the Disciplinary Committee hearing, the Association's representative will be required to establish a case to the standard of proof "beyond reasonable doubt". The Disciplinary Committee chairman will exercise discretion in ensuring that adequate examination and cross-examination of any witnesses take place.

When all the evidence has been submitted, the Disciplinary Committee will retire to consider the evidence and decide whether or not the case has been proved. If the decision is that there is no case to answer or that the case has not been proved, both the complainant and the Member shall be notified of this in writing and the Council notified accordingly. If the Disciplinary Committee decides that the case has been proved, it shall determine what sanction, other than ex-



pulsion from membership of the Association, shall be applied. Both the Member and complainant shall be notified of the decision in writing and the Council informed accordingly.

11.5 If the Disciplinary Committee's decision is to recommend expulsion from membership of the Association, the Disciplinary Committee will report to the Council, with a copy to the Member, setting out the reasons for the recommendation. When the Council considers the Disciplinary Committee's report and recommendation for expulsion, the Member will be invited to submit a plea in mitigation against being expelled from membership of the Association. The Member may attend in person and /or arrange to be represented or may make such a plea in writing. The Council may retire to consider its decision. The Council may accept the Disciplinary Committee's recommendation and expel the Member from membership of the Association, or substitute another decision as the Council sees fit. The Council's decision will be notified in writing to both the Member and the complainant.

11.6 Within 28 days of the date of the letter notifying the Member of any decision or determination of the Disciplinary Committee (other than a decision to recommend that the Member be expelled from membership of the Association) or of the Council in terms of Clause 11.5 above, the Member may lodge an appeal. If such an appeal is made, the Council will appoint an Appeals Tribunal at which the Member may attend in person and/or be represented. The Appeals Tribunal shall then confirm the decision or determination or vary its terms, or substitute another decision or determination, as the Appeals Tribunal sees fit. The Council, at its discretion, may publish its findings and the findings of the Disciplinary Committee and/or of any Appeals Tribunal identifying the relevant Member. If the Member does not accept the decision or determination reached by the foregoing procedures, the Member may submit a further appeal to the CIC Appeals Tribunal.

11.7 The Code of Conduct Committee shall consist of the President Elect and two other Executive Committee members, together with the Chief Executive who shall act as secretary for the proceedings. The Disciplinary Committee shall consist of the President Elect and four other Members, with, if possible, at least one from the core discipline of the Member against whom the complaint has been made. The Appeals Tribunal shall consist of the President, the President Elect and one Council member nominated by the President.

11.8 No-one appointed by the Association to be involved on its behalf in any aspect of the disciplinary procedures shall have any interest in the relevant complaint.

11.9 All communications between the Member and the Association relating to the initial enquiry and/or subsequent hearings, decisions or determinations shall be in writing and posted by recorded delivery.

## 12. GOVERNANCE:

12.1 The Association shall be governed by the Council, the Executive Committee and the Regional Committees.

12.2 The business of the Association shall be managed by the Executive Committee. The members of the Executive Committee are the Directors of the Association for the purposes of the Companies Act, other statutory provisions and the common law.

## 13. THE COUNCIL:

13.1 The Council will consist of:-

- (a) ex officio, the members of the Executive Committee;
- (b) ex officio, the Chairmen of the Regional Committees;
- (c) up to seven sectoral representatives co-opted pursuant to Clause 13.2 below ; and
- (d) up to nine members co-opted pursuant to Clause 13.3 below

The Chairman of a Regional Committee or sectoral representative co-opted pursuant to Clause 13.2 or a co-opted member pursuant to Clause 13.3 shall, upon being elected as a member of the Executive Committee, no longer be a member of the Council ex-officio as such Chairman or as a co-opted member but shall continue as a member of the Council ex-officio as a member of the Executive Committee.

13.2 When representation on the Council by Chairmen of the Regional Committees and members of the Council appointed by the Executive Committee does not sufficiently cover the sectoral interests of the Members of the Association, the Council shall co-opt a Member of the Association to cover accordingly. Sectoral representation shall be actioned only when there are more than 50 Members of the Association in the relevant sector.



13.3 A co-opted member of the Council, who need not be a Member of the Association, may be appointed (or re-appointed) by the Executive Committee, with the approval of Council, for such period or periods as may be agreed by the Executive Committee.

13.4 Any one of the President, the President Elect or the Past President of the Association, together with the Chief Executive, have delegated powers to deal with urgent matters of the Council between Council meetings.

13.5 The Council will meet at least twice in each calendar year to determine policies for the Association and to advise the Executive Committee on strategic issues. Normally such meetings will be in the spring and autumn. The Council may invite or allow any person as it may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Council.

13.6 Council members will be reimbursed for attending Council meetings or attending other meetings where they are representing the Association including any reasonable and properly accounted for travel and accommodation expenses incurred in such attendance. They will be reimbursed at the rate of £100 (one hundred pounds) per meeting up to a maximum of £1,000 (one thousand pounds) in any financial year or at such other rate and subject to such other maximum as may be agreed by the Executive Committee from time to time.

13.7 Additional meetings of the Council may be called by the Executive Committee or by a request for a meeting by not less than 60 per cent of the members of the Council.

13.8 Unless otherwise determined by the Association in general meeting, the quorum for a meeting of the Council shall be eight members of the Council. On all occasions that a vote is taken, the Chairman shall have a casting vote in the event of a tie

13.9 Any member of the Council who is not a Member of the Association shall not be entitled to vote on any resolution of the Council for the appointment of any person as a member of the Executive Committee.

#### 14. EXECUTIVE COMMITTEE:

14.1 The Executive Committee shall consist of:-

- (a) ex officio, the Past President; and
- (b) up to twelve Members of the Association elected by the Council, subject to Clause 13.9 above, from amongst the members of the Council.

14.2 On 1 October in each year any member of the Executive Committee, other than the Chairman and the Deputy Chairman of the Executive Committee, elected or last re-elected by the Council from amongst the members of the Council more than 30 months prior to that 1 October shall retire from office but, subject to Clause 14.3 below, shall be eligible for re-election. Any period of office as a member of the Executive Committee prior to 12 September 2002 shall be taken into account for the purposes of this Clause.

14.3 If a member of the Executive Committee has retired on 1 October in any year and been re-elected as a member of the Executive Committee with effect from that 1 October, then when that member of the Executive Committee next retires in accordance with Clause 14.2 above that member of the Executive Committee will not be eligible for re-election by the Council as a member of the Executive Committee with effect from a date prior to the next following 1 October.

14.4 The election by the Council of members of the Executive Committee in place of those members of the Executive Committee who are retiring in accordance with Clause 14.2 above on 1 October in any year shall take place by postal ballot prior to that 1 October. Voting shall be considered a duty by those members of the Council entitled to do so.

14.5 The Executive Committee may invite or allow any person as it may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Executive Committee.

14.6 The Chairman of the Executive Committee will hold office for two years from 1 October in the year in which he takes up office and will not be eligible for re-election as Chairman of the Executive Committee until 1 October in the calendar year following the calendar year in which he ceased to be Chairman of the Executive Committee. Upon the



Chairman of the Executive Committee ceasing to be Chairman of the Executive Committee, the Deputy Chairman of the Executive Committee will become Chairman of the Executive Committee, provided that if there is no Deputy Chairman of the Executive Committee the Executive Committee will elect from amongst its members its Chairman. The Chairman of the Executive Committee, on all occasions that a vote of the Executive Committee is taken, shall have a vote and in the event of a tie shall have a casting vote. The Chairman of the Executive Committee shall ex officio be the President of the Association.

14.7 One member of the Executive Committee will carry the portfolio for financial affairs of the Association and will act as the Association's Treasurer reporting at each meeting of the Executive Committee on the current financial state of the Association through submission of management accounts.

14.8 The Executive Committee shall elect from amongst its members (other than the Past President of the Association) a Deputy Chairman who shall ex officio be the President Elect of the Association.

14.9 The Executive Committee will normally meet six times each calendar year.

14.10 Any one of the Chairman or the Deputy Chairman of the Executive Committee, together with the Chief Executive, shall have delegated powers to deal with urgent matters of the Executive Committee between Executive Committee meetings.

14.11 The Executive Committee shall have power to nominate, either from its own members or from the Members of the Association on the recommendation of the Council or of a Regional Committee, delegates to represent the Association on national or local bodies or kindred associations where it is felt that representation would be of benefit and interest to the Association and its Members.

14.12 Executive Committee members will be reimbursed for attending Executive Committee meetings or attending other meetings where they are representing the Association including any reasonable and properly accounted for travel and accommodation expenses incurred in such attendance. The rate of reimbursement for attendance will be £200 (two hundred pounds) per meeting up to a maximum of £2,000 (two thousand pounds) in any financial year or at such other rate and subject to such other maximum as may be agreed by the Executive Committee from time to time.

14.13 The Chairman and Executive Committee member acting as the Association's Treasurer will be awarded honoraria of £3,000 (three thousand pounds) and £2,000 (two thousand pounds) respectively in any financial year or at such other rates as may be agreed by the Executive Committee from time to time.

14.14 Any casual vacancy in the Executive Committee may be filled by the Council from amongst the members of the Council.

14.15 Unless otherwise determined by the Association in general meeting, the quorum for a meeting of the Executive Committee shall be four members of the Executive Committee.

## 15. REGIONAL COMMITTEES:

15.1 The Regional Committees are the principal representative bodies of the membership, formed from regionally elected Ordinary Members and Fellows together with co-opted members who need not be Members of the Association. All other aspects of governance of the Association stem from and rely upon this democratic process.

15.2 The governance of Regional Committees shall be developed by the Executive Committee and shall be as approved by the Council from time to time.

15.3 Each Region will have identified focal points for local activity. Members from each Region will be entitled to stand on that Region's Regional Committee by election or by co-option.

15.4 Each Member of the Association will be allocated to the Region in which the principal business address of that Member is located or to such other Region as the Member may specify by notice in writing to the Chief Executive.

15.5 Each Regional Committee shall comprise:-

- (a) six Members of the Region elected by a postal ballot of the Members of the Association in the Region;
- (b) ex officio the immediate past Chairman of the Regional Committee; and
- (c) up to three additional members who need not be Members of the Association and who may be co-opted by the



Regional Committee. The appointment of co-opted members requires to be confirmed annually by the Regional Committee.

15.6 On 1 October in each year any member of the Regional Committee, other than the Chairman and the Deputy Chairman of the Regional Committee, elected or last re-elected from amongst the Members of the Region more than 30 months prior to that 1 October shall retire from office but, subject to Clause 15.7 below, shall be eligible for re-election. Any period of office as a member of a Regional Committee prior to 12 September 2002 shall be taken into account for the purposes of this Clause. Any period of office as Chairman or as Deputy Chairman of the Regional Committee, before becoming Chairman or Deputy Chairman, shall be disregarded for the purposes of this Clause.

15.7 A Regional Committee member who has retired on 1 October in any year in accordance with Clause 15.6 above may be re-elected with effect from that 1 October for a further term of three years but would then be ineligible for re-election until a year had lapsed following the expiry of the second term.

15.8 The Chairman of a Regional Committee shall be a Member of the Association nominated and elected from within the Regional Committee. The nomination and election shall take place at the last meeting of the Committee before 1 October, or if there is or would be no Chairman in office, at any meeting of the Committee. The Chairman shall hold office subject to annual nomination and election.

15.9 The Chairman of a Regional Committee shall represent the relevant Region on the Council and shall ex officio be a member of the Council. If the Chairman of a Regional Committee is elected to the Executive Committee, then that Chairman will vacate office as Chairman of the Regional Committee on whichever date is the earlier of (a) the first 1 October to occur following the date on which that Chairman becomes a member of the Executive Committee and (b) the day occurring 90 days after the day on which that Chairman becomes a member of the Executive Committee. A Chairman of a Regional Committee who vacates offices as Chairman of the Regional Committee in terms of the preceding sentence shall continue as a member of that Regional Committee ex officio as the immediate past Chairman of that Regional Committee.

15.10 The Deputy Chairman of a Regional Committee shall be a Member of the Association nominated and elected from within the Regional Committee. The nomination and election shall take place at the last meeting of the Committee before 1 October, or if there is or would be no Deputy Chairman in office, at any meeting of the Committee. The Deputy Chairman shall hold office subject to annual nomination and election.

15.11 The Deputy Chairman shall take the chair at meetings of the Regional Committee in the absence of the Chairman of the Regional Committee.

15.12 A member of each Regional Committee shall be appointed to lead in each of the following topics:

- (a) Membership and Code;
- (b) Education and C.P.D.;
- (c) Practice; and
- (d) Communications and Development.

Members leading in these topics may raise matters of concern and/or be asked to comment on issues relating to their particular topic and may meet to deliberate and report on issues of concern or interest to the Association from time to time.

15.13 Each Regional Committee shall nominate a member of the Regional Committee to act as Secretary and one other member of the Regional Committee to act as Treasurer of the Region.

15.14 The member of the Regional Committee nominated as Secretary of the Regional Committee shall attend to the administration of the Regional Committee and keep accurate minutes of the meetings of the Regional Committee, copies of which shall be forwarded to the Chief Executive.

15.15 The member of the Regional Committee nominated as Treasurer of the Regional Committee will be responsible for the administration of the bank account opened in the Regional Committee's name. The Treasurer shall report quarterly to the Chief Executive, in the form required by the Executive Committee, on the financial transactions of the Regional Committee that have taken place in the preceding quarter.

15.16 Each Region shall be awarded an annual budget paid in advance by the Association in such sums as may be agreed from time to time by the Executive Committee. Transactions through the local bank account for sums greater



than £100 (one hundred pounds) shall require the signature of the Treasurer and one other member of the Regional Committee.

15.17 A Regional Committee shall not impose any additional subscription for membership on its members or on the Members of the Association allocated to the Region of the Regional Committee or pay its members any expenses. Regional Committee members will be reimbursed travelling expenses incurred by them in attending meetings of the Regional Committee. Such expenses to be submitted for payment on a form approved by the Executive Committee to the Chief Executive provided always that such expenses are reasonable and properly accounted for.

15.18 Regional and local C.P.D. events are to be self funding.

15.19 A Regional Committee shall have power to nominate or accept recommendations for nominations of its members to represent the Region on local kindred associations or bodies where it is felt that representation thereon would be of benefit and interest to the Regional Committee and the Members of the Association allocated to the Region.

#### 16. PRESIDENT AND PRESIDENT ELECT:

16.1 The Chairman and Deputy Chairman of the Executive Committee respectively shall ex officio be the President and President Elect of the Association and Chairman and Deputy Chairman of the Council.

#### 17. CHIEF EXECUTIVE:

17.1 The Chief Executive shall be appointed by the Executive Committee as an employee of the Association at such level of remuneration and terms and conditions as the Executive Committee may determine. The Chief Executive shall act as secretary to the Executive Committee and as secretary to the Council conducting the administrative duties of both bodies and of the Association in general. The Chief Executive shall act as treasurer to the Executive Committee and shall promptly pay into the Association's bank account, which will be operated by the Chief Executive and one member of the Executive Committee, monies and funds which are paid to the Association (other than any such monies or funds which are paid to a Regional Committee).

17.2 The Chief Executive shall not at any time keep in his possession more than £250 (two hundred and fifty pounds) of the Association's monies for a period longer than one month. The Chief Executive shall have power to sign, on his own signature, amounts up to and not exceeding £1,000 (one thousand pounds).

17.3 The Chief Executive shall engage, subject to the Executive Committee's approval, such support staff as the Executive Committee deems necessary for the proper conduct of the day to day business and affairs of the Association. The support staff shall be engaged at such remuneration and on such conditions as are approved by the Executive Committee.

17.4 Provision may also be made at the discretion of the Executive Committee to make payment of pensions and other emoluments to or for the benefit of the Chief Executive and support staff by agreement at the time of appointment or adjusted thereafter from time to time.

17.5 The Executive Committee and the Council may each delegate to the Chief Executive such powers and duties as they see fit.

#### 18. ANNUAL GENERAL MEETINGS:

18.1 The Executive Committee shall call an annual general meeting of the Association in each year in addition to any other meetings called in that year, and 21 clear days notice shall be given in writing to all Members entitled to be present setting out the place, date and the time of the meeting as determined by the Executive Committee.

18.2 The notice calling the annual general meeting shall incorporate an agenda covering the following items:

- (a) minutes of previous meetings;
- (b) submission of an annual report by the President;
- (c) submission of the annual accounts;
- (d) the appointment of the Association's auditors and the fixing of the auditors' remuneration;
- (e) questions or comments on reports circulated by standing committees and from Members serving on kindred bodies which have been included and circulated with the agenda and the notice calling the meeting;



- (f) other resolutions; and
- (g) such other business as is allowed by the President and is competent for consideration at the annual general meeting.

#### 19. SPECIAL GENERAL MEETINGS:

19.1 The Executive Committee may whenever it thinks fit convene a special general meeting of the Association.

19.2 A special general meeting shall also be convened on the requisition of three per cent in aggregate of the Ordinary Members and the Fellows or the signatures in aggregate of 200 Ordinary Members and Fellows, whichever is the less.

19.3 21 clear days notice shall be given in writing to all Members entitled to be present setting out the place, the date and the time of the meeting. The notice calling a special general meeting shall clearly state the business of the meeting and no other matter shall be considered at the meeting.

#### 20. PROCEDURE AT GENERAL MEETINGS:

20.1 The chair at a general meeting of the Association shall be taken by the President whom failing the President Elect whom failing the Past President whom failing a member of the Executive Committee.

20.2 The quorum at a general meeting of the Association shall be 20 Members entitled to vote who are present in person.

20.3 A Corporate Member who is not an individual may by notice to the Association appoint an individual who is a Member of the Association to attend and, speak on its behalf at any general meeting.

20.4 Voting shall in the first instance be by show of hands. If a poll is demanded by at least 20 Members present and entitled to vote or by the Chairman, the Chairman shall order a poll to be taken in such manner as he or she thinks fit including the appointment of scrutineers. In addition the Chairman shall have a casting vote on all occasions that a vote is taken in the event of a tie.

20.5 Subject always to Clause 9.4 above, only Ordinary Members and Fellows shall be entitled to vote. Corporate Members and Affiliated Members shall be entitled to attend and with the permission of the Chairman take part in any discussion but they shall not be entitled to vote.

20.6 The demand for a poll shall not prevent the meeting transacting business by a show of hands which is not the subject of any such demand.

20.7 The Chairman shall with consent of the majority of those present and entitled to vote be entitled to adjourn a meeting from time to time or from place to place.

20.8 The failure to receive a notice by a Member shall not invalidate the proceedings of any meeting.

20.9 All business shall be deemed special that is transacted at a special general meeting or at an annual general meeting with the exception of consideration of accounts, balance sheets and any reports from the Council, the Executive Committee, any Regional Committee, any other Committee and the auditors and the appointment of the fixing of the remuneration of the auditors.

20.10 The Executive Committee shall be at liberty to invite any person or persons, not being a member or Members of the Association, to attend and speak, but not to vote, at any general meeting.

#### 21. ACCOUNTS:

21.1 The Executive Committee shall cause proper books and accounts to be kept with respect to viz:

- (a) all sums of money received and expended by the Association and matters in respect of which such receipt and expenditure take place;
- (b) all sales and purchases of goods by the Association; and
- (c) the assets and liabilities of the Association.

21.2 Proper books of account shall not be deemed to be kept if they are not kept in such manner as is necessary to give a true and fair view of the state of the affairs of the Association and to explain in full all its financial transactions.



21.3 The books of account shall be kept at the headquarters of the Association or at such other place as the Executive Committee shall think fit and they shall always be open to the inspection of members of Executive Committee and the auditors of the Association.

21.4 The Association's auditors shall be appointed annually and confirmed at the annual general meeting of the Association. Their duties shall be to examine the correctness of the Association's income and expenditure account and balance sheet and to report whether in their opinion the accounts of the Association have been properly prepared in order to give a true and fair view of the state of the financial affairs of the Association and its financial transactions.

21.5 At each annual general meeting of the Association the Executive Committee shall lay before the Association a proper income and expenditure account and balance sheet for the period since the preceding accounts.

21.6 Not less than 21 clear days before the date of the annual general meeting of the Association copies of information extracted from the accounts/financial statements shall be sent to the auditors and to other persons entitled to receive notice of the annual general meeting in a manner which notices are directed to be served. The extracted information shall comprise:-

The auditors' report to the Members;  
The income and expenditure account;  
The balance sheet; and  
The statement of the accounting policies.

The auditors' report shall be open to inspection and shall be read at the annual general meeting. This report will clearly state whether it is unqualified or qualified and if qualified the terms of the qualification have to be set out in full in the report. Copies of the accounts will be sent to any Member on written request and shall be available at the annual general meeting.

## 22. INDEMNITY, RESPONSIBILITIES AND EXPENSES

22.1 Every member of the Council, every member of the Executive Committee, every member of a Regional Committee, every member of any other Committee of the Association and every employee of the Association from time to time being shall be indemnified by the Association against liability incurred as a result of being such a member or employee unless such liability was incurred through his or her own dishonesty or wilful wrongdoing and the Association shall pay out of the funds of the Association all costs, losses and expenses which any such person may incur or to which any such person may be or become liable by reason of any contract entered into or act or deed done in the discharge of his or her duties unless the same happened through his or her own dishonesty or wilful wrongdoing.

22.2 No member of the Council or of the Executive Committee or of any Regional Committee or of any other Committee of the Association and no employee of the Association shall be liable for the acts, deceit, neglects or defaults of any other such member or employee or for any loss or expense incurred by the Association through the insufficiency or deficiency of title to any property acquired by order of the Executive Committee for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any monies of the Association shall be invested or for any loss or damage arising from bankruptcy or insolvency or tortious or delictual act of any person with whom any money, securities or effects shall be deposited or for any loss or damage occasioned by any error of judgement or oversight on his or her part or for any other damage or misfortune which may happen in the execution of the duties of his or her office or in relation thereto unless the same happened through his or her own dishonesty or wilful wrongdoing.

22.3 Members of the Executive Committee, the Council and anyone serving as a delegate described in Clause 14.11 above shall be entitled to claim reasonable subsistence and travelling expenses as are deemed necessary.

## 23. COPYRIGHT:

23.1 The copyright of every publication or paper commissioned and presented to the Association and accepted for reading or for publication in full or in abstract and every paper read before the Association or a Regional Committee shall remain with the author. The author shall grant a perpetual, world-wide, royalty free unfettered licence to the Association to make use in such cases as the Executive Committee sees fit of the publication or paper for reproduction or publication. The right of publishing all such papers and reports of the proceedings and discussions at



meetings of the Association or of any Regional Committee shall be reserved to the Executive Committee who may as the Executive Committee thinks fit consent to publication in approved cases. The author shall waive any moral rights in respect of such work, and will warrant that such work is original to the author.

#### 24. PUBLICATIONS:

24.1 The Executive Committee and the Council shall publish such periodical and other publications as they determine which shall be made available to the Members of the Association and to other bodies to whom these publications would be appropriate.

24.2 Any Member who submits a paper for publication will certify its authenticity and originality and that it has not been published elsewhere or if so that the Member has written certification confirming that the publication may be reprinted or reproduced.

#### 25. NOTICES:

25.1 Any notice may be served by the Association on a Member or any officer of the Association either personally or by sending in through the post in a pre-paid letter properly addressed to such Member at his registered address as appearing in the Directory and Register of Members or to such officer at his or her registered address.

25.2 Any notice served by post shall be deemed to have been served on the day following the day on which the notice was posted, and in proving such service it shall be sufficient to show that the notice was properly addressed and posted pre-paid.

#### 26. ALTERATIONS TO CODE OF CONDUCT AND BYE-LAWS:

26.1 The Association in general meeting shall be entitled to amend or alter the Code of Conduct and/or the Bye-laws of the Association and to substitute or adopt a new Code of Conduct and Bye-laws. Any alteration or amendment to the Code of Conduct or to the Bye-laws, and any substitution or adoption of a new Code of Conduct or Bye-laws, shall forthwith be notified in writing to the Members.